

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

MARIA SERRANO]	CIVIL ACTION NO. _____
]	
<i>Plaintiff,</i>]	
]	
v.]	COLLECTIVE ACTION
]	
INTERLINGUAL OF AMERICA, INC.]	
]	
<i>Defendant.</i>]	JURY TRIAL DEMANDED
_____]	

ORIGINAL COLLECTIVE ACTION COMPLAINT

SUMMARY

1. Defendant Interlingual of America, Inc. (Interlingual) does not pay its nonexempt bill collectors overtime compensation. Accordingly, Maria Rivera Serrano (Serrano) brings this action on behalf of herself and others similarly situated to recover unpaid overtime wages, liquidated damages, attorneys' fees, and costs.

JURISDICTION AND VENUE

2. Serrano's claims arise under the Fair Labor Standards Act (FLSA). 29 U.S.C. § 201, *et seq.* Accordingly, this Court has jurisdiction over the subject matter of this action pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

3. Serrano brings this complaint in the district in which Interlingual resides and a substantial part of the acts and conduct charged herein occurred. Accordingly, venue is proper in this district pursuant to 28 U.S.C. § 1391(b).

THE PARTIES

4. Serrano was employed by Interlingual within the meaning of the FLSA during the three-year period preceding the filing of this action. In performing her duties, Serrano engaged in commerce or in the production of goods for commerce. Serrano regularly worked over forty hours per week. However, Serrano did not receive overtime pay as required by the FLSA. Serrano's consent is attached as Exhibit A.

5. The class of similarly situated employees consists of all current and former employees of Interlingual who were employed as bill collectors and not paid overtime wages at one-and-one half times their regular rates of pay for hours worked in excess of forty. Like Serrano, these persons were paid a pre-determined weekly amount with no overtime compensation. In addition, these employees were engaged in commerce or in the production of goods for commerce in performing their duties for Interlingual. These similarly situated persons are referred to as "Members of the Class" or "the Class."

6. Interlingual of America, Inc. is a Texas corporation engaged in commerce or the production of goods for commerce. Interlingual of America, Inc. has acted, directly or indirectly, in the interest of an employer with respect to Serrano and the Members of the Class. Interlingual of America, Inc. may be served with process by serving its registered agent, Alcides Santana, 6420 Hillcroft, Suite 311, Houston, Texas 77081 or at any other place he may be found.

SERRANO'S INDIVIDUAL ALLEGATIONS

7. Interlingual sells computers, software and self-study English as a second language courses to customers throughout the nation. Interlingual maintains branches in Texas, North Carolina, Ohio, Georgia, Arkansas and Indiana.

8. As part of its operations, Interlingual employs collection agents to collect unpaid balances from its customers. Serrano was a full-time, nonexempt employee of Interlingual. Serrano's job duties included calling customers to collect unpaid balances.

9. Serrano regularly worked in excess of forty hours per week. Interlingual paid Serrano a pre-determined weekly amount with no overtime compensation.

10. As a nonexempt employee, Serrano was entitled to wages at one-and-one-half times her regular rate for all hours worked in excess of forty in a given workweek.

11. Interlingual, however, failed to pay Serrano overtime.

12. Instead, Interlingual systematically denied overtime compensation to Serrano.

13. Interlingual's practice of failing to pay overtime compensation was and is in violation of the FLSA. Interlingual knowingly, willfully, or with reckless disregard carried out its illegal practice of failing to pay overtime.

COLLECTIVE ACTION ALLEGATIONS

14. Interlingual employs other individuals who perform job duties similar to Serrano. Interlingual pays these employees in the same way it paid Serrano.

15. These other similarly situated employees were subject to Interlingual's policy of paying a pre-determined weekly amount with no overtime. They are owed overtime wages for the same reasons as Serrano. These employees should be notified of this case and given the chance to join this suit.

CAUSE OF ACTION

16. Serrano and the Members of the Class incorporate by reference all allegations contained in paragraphs 1 through 15.

17. Interlingual's failure to pay overtime wages to Serrano and the Members of the Class was and is in violation of the FLSA. Accordingly, Serrano and the Members of the Class are entitled to their unpaid overtime wages in an amount equal to one-and-one-half times their regular rates of pay for each hour worked over forty in a workweek.

18. Additionally, Serrano and the Members of the Class are entitled to an amount equal to their unpaid overtime wages as liquidated damages, as well as reasonable attorneys' fees and costs of this action as provided by the FLSA. 29 U.S.C. § 216(b).

JURY DEMAND

19. Serrano hereby demands a jury trial.

PRAYER

WHEREFORE, Serrano requests that this Court award Serrano and the Members of the Class judgment against Interlingual for:

1. damages for the full amount of their unpaid overtime compensation;
2. an equal amount as liquidated damages;
3. reasonable attorneys' fees, costs and expenses of this action;
4. post-judgment interest at the highest rates allowable by law; and
5. such other and further relief as may be allowed by law.

Respectfully submitted,

BRUCKNER BURCH PLLC

/S/ David I. Moulton

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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE: OVERTIME ACTION AGAINST:

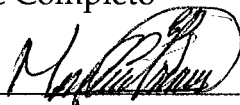
INTERLINGUAL OF AMERICA

Defendants.

]
]
]
] FORMULARIO DE
] CONSENTIMIENTO
]
]
]

Yo soy un empleado actualmente o anteriormente empleado por Interlingual of America, *et al.* o sus otras entidades afiliadas (los "Empleadores"). Consiento demandar a los Empleadores para recuperar sueldos no pagados y otros daños. Estoy de acuerdo de estar obligado por el Acuerdo de Servicios Profesionales con Bruckner Burch PLLC, The Leon Law Firm, P.C., y Garrido and Associates.

Maria Luisa Rivera Serrano
Nombre Completo


Firma